

*Aspen Title #01046482*

This well agreement is entered into and made a part of each deed of the properties commonly known as  
5720 Lombardy  
and  
10210 Homedale Rd.

I.

As both residences use the same well to supply water to their residences and as the said well is located on the property of 5720 Lombardy, an easement is granted by 5720 Lombardy to 10210 Homedale for maintenance and repair of water line to 10210 Homedale. Said easement shall be perpetual and run with ownership of the above stated properties.

II.

This agreement shall permit well water sampling and testing by a responsible local authority at any time at the request of any party. Furthermore, this agreement requires that corrective measures be implemented if testing reveals a significant water quality deficiency.

III.

Should 5720 no longer have need for this shared well system, this agreement assures continuity of water service to 10210 Homedale.

IV.

The shared well water will be used for bonafide domestic purposes only.

V.

There will be no additional living units connected to the shared well system without the written consent of all parties and an appropriate amendment to this agreement.

VI.

Neither party will locate or relocate any part of a sewage disposal system within 100 feet of the shared well.

VII.

Should repair, maintenance, replacement, or inspection be necessary, each property owner will bear their own costs.

VIII.

Should an emergency situation arise in which one owner is not on site, the other owner will have the right to correct the emergency. An emergency is defined as failure of any shared portion of the system to deliver water upon demand.

IX.

The shared costs may be readjusted when there may be significant changes in well pump energy rates, occupancy,

or use of a property.

X.

Costs are to be shared equally for maintenance, replacement, or improvement. Costs are to be agreed upon in writing prior to any maintenance, replacement, or improvement.

XI.

Any necessary replacement or improvement must at least restore original system performance.

XII.

Property owner of 5720 Lombardy shall receive from property owner of 10210 Homedale \$20.00 per month due the first day of each month for energy supply to pump.

XIII.

Each property owner is responsible for prompt repair of any leak in his water service line or plumbing. Each property owner is also responsible for any repair costs to correct system damage by a resident or guest at his property. Furthermore, each property owner is responsible for necessary repairs or replacement of the service line connecting his property.

XIV.

All payments of system operation, maintenance, replacement, or improvements shall be prompt.

XV.

Should any dispute or impasse between the parties to this agreement arise with regard to the system or terms of this agreement, the dispute or impasse shall be decided upon binding arbitration through the American Arbitration Association, or a similar body and may be initiated at any time by any party to the agreement. Arbitration costs shall be equally shared by the parties to the action.

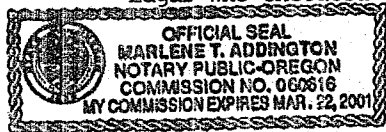
Dated this 3rd day of June, 1997 by Alfred L. Edgar and Judy A. Edgar, Owners of both properties as of this date.

Alfred L. Edgar

Judy Edgar

STATE OF OREGON, County of Klamath)ss.

On August 11, 1997, personally appeared Alfred L. Edgar and Judy Edgar who executed the foregoing instrument as their voluntary act and deed.



Marlene T. Addington  
Notary Public for Oregon

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 14th day of August A.D., 19 97 at 10:48 o'clock A. M., and duly recorded in Vol. M97 of Deeds on Page 26666.

FEE \$15.00

By Bernetha G. Letsch, County Clerk  
Ruthann Ross